

EXHIBIT 14

FILED: KINGS COUNTY CLERK 11/09/2020 09:55 AM

NYSCEF DOC. NO. 101

INDEX NO. 521021/2019

RECEIVED NYSCEF: 11/09/2020

Assignment

Index # 1673/2020

THIS INDENTURE, made this 23rd day of October, 2020 between KAMIN HEALTH WILLIAMSBURG LLC, a New York limited liability company, having a place of business at 70 Lee Avenue, 2nd Floor, Brooklyn, New York 11211 (hereinafter called the "Assignor") and Douglas J. Pick with his principal office at 369 Lexington Avenue, 12th Floor, New York, New York 10017, (hereinafter called the "Assignee"):

WITNESSETH,

WHEREAS the Assignor carried on and had engaged in operating an urgent care center providing a full spectrum of management services for a medical practice for both adults and children with urgent medical needs as well as for the care of non-life threatening and/or temporary injuries and illnesses and other medical conditions on a "walk-in" basis; and

WHEREAS the Assignor herein is indebted to diverse persons in sundry sums of money which it is unable to pay in full and is desirous of providing for the payment of the sum pro-rata so far as it is in its power, by an assignment and distribution of all its property for that purpose:

NOW THEREFORE, the said Assignor in consideration of the premises and of the sum of one dollar paid by the Assignee, upon the ensealing and delivery of these presents, the receipt whereof is hereby acknowledge, has granted, bargained, sold, assigned, transferred and set over unto the said Assignee, his successors and assigns, all and singular the lands, tenements, hereditaments and appurtenances, goods, chattels stocks, promissory notes, claims, demands, property and effects of every description belonging to the said Assignor, of whatsoever nature and wheresoever the same may be situated except such property as is by law exempt from levy and sale under an execution.

TO HAVE AND TO HOLD the same and every part thereof unto the Assignor, his successors and assigns.

IN TRUST, NEVERTHELESS, to take possession of the same, and to sell the same with all reasonable dispatch, and to convert the same into money, and also to collect all such debts and demands hereby assigned as may be collectible, and out of the proceeds of such sales and collections, to pay and discharge all the just and reasonable expenses, costs and disbursement in connection with the execution of this assignment and the discharge of the trust

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hereby created, together with the lawful commissions or allowances of the Assignee for his services in executing said trust; THEN

AND, then to pay and discharge in full, if the residue of said proceeds is sufficient for that purpose, all the debts and liabilities now due or to grow due from the Assignor, with all interest moneys due or to become due thereon; and if the residue of said proceeds shall not be sufficient to pay the said debts and liabilities and interest thereon in full, then to apply the said residue of said proceeds to the payment of said debts and liabilities ratably and in proportion.

AND if, after the payment of all the said debts and liabilities in full, there shall be any remainder or residue of said property or proceeds, to repay and return the same to the Assignor, its executors, administrators or assigns.

AND, in furtherance of the premises, the Assignor does hereby make, constitute and appoint the Assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary in the premises to the full execution of the trust hereby created, and to ask, demand, recover and receive of and from all and every person or persons all property, debts and demands due, owing and belonging to the Assignor, and to give acquittances and discharges for the same; to sue, prosecute, defend and implead for the same; and to execute, acknowledge, and deliver all necessary deeds, instruments and conveyances; and for any of the purposes aforesaid to make, constitute and appoint one or more attorneys under him and at his pleasure to revoke the said appointments, hereby ratifying and confirming whatever the Assignee or his substitutes shall lawfully do in the premises.

AND the Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary so to do, to carry into effect the object, design and purpose of this trust.

THE Assignee does hereby accept the trust created and reposed in that he will faithfully and without delay execute the said trust, according to the best of skill, knowledge and ability.

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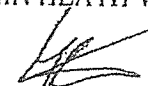
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

KAMIN HEATH WILLIAMSBURG LLC



Yitzchok Kaminetzky, Manager¹


DOUGLAS J. PICK, ESQ, Assignee

By: 
Douglas J. Pick

State of New York)
) ss.:
Kings County)

On this 23 day of October, in the year 2020 before me personally appeared Yitzchok Kaminetzky,² to me personally known, who being by me duly sworn, did depose and say that he is the Manager of Kamin Health Williamsburg LLC described in and which executed the foregoing instrument.


Notary Public

ADAM POLLOCK
Notary Public, State of New York
Reg. No. 02PC6186318
Qualified in Kings County
Commission Expires 4/28/2020

Notarization was made pursuant
to Executive Order 202.7.

State of New York)
) ss.:
County of New York)

On the 23 day of October in the year of 2020 before me personally appeared Douglas J. Pick, to me personally known.

ERIC C. ZABICKI
Notary Public, State of New York
No. 02ZA6078736
Qualified in New York County 22
Commission Expires August 5, 20


Notary Public

¹ Article 7, entitled Management and Operation of the LLC, provides as follows: "Except as provided in this Agreement, the business affairs and operations of the LLC shall be managed and controlled by a manager, who shall have the exclusive and full power with respect to such management and control. The Members hereby designate Yitzchak Kaminetzky as the manager ("Manager")."

² Article 16, entitled Dissolution/Partition, provides as follows: "The Manager shall have the sole authority to dissolve and commence winding up and the liquidation of the [Assignor]."